

01-03

DUP.

AGREEMENT

between the

BRIGANTINE BOARD OF EDUCATION

and the

BRIGANTINE PRINCIPALS ASSOCIATION

X July 1, 1981 - June 30, 1983

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. RECOGNITION	1
II. NEGOTIATIONS	2
III. GRIEVANCE PROCEDURE	3
IV. ASSOCIATION RIGHTS AND PRIVILEGES	6
V. INSURANCE PROTECTION	8
VI. PERSONNEL FILE	9
VII. PROFESSIONAL GROWTH	10
VIII. PROTECTION OF ADMINISTRATORS	11
IX. COMPENSATION	12
X. DURATION	13
XI. MISCELLANEOUS PROVISIONS	14

ARTICLE I
RECOGNITION

A. UNIT MEMBERSHIP

In accordance with chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Principals.

B. DEFINITION

Unless otherwise indicated, the term "Principal" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association negotiating unit as above defined. References to male Principals shall include female Principals. References in singular shall apply in the plural as well.

ARTICLE II
NEGOTIATIONS

- A. Any Agreement negotiated by the parties shall apply to all Principals in the unit, shall be reduced to writing, and, when approved by the appropriate resolution of the Association, and adopted by the appropriate resolution by the Board, shall be signed by the Association and the Board representative.
- B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- C. In preparation for and during negotiations, the Board shall provide relevant data requested by the Association and permit all inspection of all pertinent records, data and information as well as copies thereof.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claim by a Principal or a group of administrators, that there has been a violation, misapplication or misinterpretation of this Agreement and shall be subject to advisory arbitration.
2. A claim by a Principal or group of Principals based upon the interpretation, violation or application of a Board rule, policy, or administrative decision, as these affect terms and conditions of employment, shall be subject to the grievance procedure, but shall be subject to advisory arbitration only.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. LEVEL ONE:

A grievance may be filed with the Superintendent within five (5) school days after having known of the occurrence.

LEVEL TWO:

A grievance may be filed with the Board of Education within five (5) school days after the Superintendent's decision.

Grievance Procedure (continued)

The Board of Education shall make a decision of the grievance within forty-five (45) school days after receipt of the grievance.

Exclusions:

- (a) Appointment to, or lack of appointment, or lack of retention in any position for which tenure is not possible nor required.
- (b) The lack of offer of contract to a non-tenure administrator.

LEVEL THREE:

A grievance may be submitted to advisory arbitration (in accordance with paragraph A and B above), within ten (10) school days after the Board of Education's decision.

C. Authority of the Arbitrator

1. If the grievant is dissatisfied with the decision of the Board of Education, the grievant or Association may request the appointment of an arbitrator through the American Arbitration Association.
2. The arbitrator shall function in accordance with the rules and procedures of the American Arbitration Association.
3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract or modify the Agreement between the parties or any policy of the Board of Education.
4. The arbitrator shall set forth his finding of fact and conclusions of law upon which his decision is based.
A decision will be made in 45 school days.

Grievance Procedure (continued)

5. The arbitrator shall be bound by decisions of the Commissioner of Education of New Jersey, decisions of the State Board of Education of New Jersey, the decisions of the Courts of New Jersey, PERC, and all New Jersey Statutes.

D. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Such procedure concerning representation shall not apply at Level One.

E. Costs

Fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs shall be shared equally. Any other costs shall be borne by the party incurring them.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Association of Elementary and Secondary School Principals and Supervisors, shall be permitted to transact official Association business on school property at all reasonable times, providing it shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building Principal upon arrival on the premises during school hours.
- B. The Association shall have the right to use school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies that are used.
- C. Just Cause Provision
 - 1. No Principal shall be disciplined, reduced in rank, or compensation or deprived of any professional advantage without just cause.
 - 2. Whenever any administrator is required to appear before the Board, the superintendent, or any committee of the Board thereof concerning any matter that could adversely affect employment of that administrator, he shall be given prior notice (which shall be in writing) of the reasons for such meeting or interview and may have representatives of the Association and/or an attorney present to advise him and to represent him during such meetings or interviews.
- D. Due Process Provision
 - 1. Any criticism by a superior or member of the Board of Education of the Principal shall be in confidence and

Association Rights and Privileges
(continued)

not in the presence of other teachers, parents, students or at public gatherings.

Before the Board responds to criticisms of a Principal made by the public, the administrator in question shall be afforded the opportunity to either meet with the Board or direct a communique to them relative to public comments.

2. Except as this Agreement thereafter shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement, shall continue to be so applicable during the terms of this Agreement. Unless otherwise stated in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Principal's benefits existing prior to its effective date.
3. The annual professional dues for membership in the National & New Jersey Principals and Supervisors Association shall be paid annually by the Board for each principal. The amount to be paid on behalf of each member shall not exceed \$275.00.

ARTICLE V
INSURANCE PROTECTION

- A. Health Benefits shall be provided in the manner as provided to the teachers.
- B. Upon retirement the retiring Principal shall be compensated for his/her cumulative sick leave in the manner as provided to the teachers.

ARTICLE VI
PERSONNEL FILE

- A. There shall be one designated personnel file for each Principal. The personnel file shall contain pertinent material including evaluations and documents. No written material pertaining to the member shall be used in a hearing except that contained in the designated personnel file.
- B. Upon reasonable notice a Principal may review his/her personnel file. The member has the right of Association representation at the time of the review which shall be conducted in the presence of a designated member of the Administration.
- C. A Principal shall have the right to submit a written response to any adversarial matters filed by his/her supervisor(s). The response shall be attached to the file copy.

ARTICLE VII

PROFESSIONAL GROWTH

Each Principal shall be provided with a self-directed professional growth allowance to attend state or national conferences and/or credit classes.

The allowance for this growth shall be \$400 per annum per person. A Principal shall have the right to share in the allowance of the other unit members upon the mutual agreement of that other unit member.

Tuition reimbursement will be paid for graduate study (i.e. credit classes) in the Principal's field of certification or related fields upon prior approval of the Superintendent.

ARTICLE VIII

PROTECTION OF ADMINISTRATORS

- A. Absences because of injury arising out of a Principal's employment shall be compensated in accordance with the provisions of the Workers Compensation Law and N.J.S.A. 18A:30-1 Et Seq.

ARTICLE IX
COMPENSATION

Donald A. Marrandino

As of July 1, 1981 an across-the-board increase of 7% on the base salary less \$30 shall be granted. As of January 1, 1982 an across-the-board increase of 3.5% on the base salary less \$30 shall be granted.

As of July 1, 1982, an across-the-board increase of 6% on the base salary less \$30 shall be granted. As of January 1, 1983 an across-the-board increase of 3.5% on the base salary less \$30 shall be granted.

Willia Raye

As of July 1, 1981 an across-the-board increase of 7% on the base salary plus \$30 shall be granted. As of January 1, 1982 an across-the-board increase of 3.5% on the base salary plus \$30 shall be granted.

As of July 1, 1982 an across-the-board increase of 6% on the base salary plus \$30 shall be granted. As of January 1, 1983 an across-the-board increase of 3.5% on the base salary plus \$30 shall be granted.

ARTICLE X

DURATION

This Agreement shall be in full force and effect as of July 1, 1981 and shall remain in effect to and including June 30, 1983. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, pursuant to the Rules of the Public Employment Relations Act, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 13TH day of MAY, 1982.

BRIGANTINE SCHOOL DISTRICT

BY: Robert J. Long
John C. Padua

BRIGANTINE PRINCIPALS ASSOCIATION

Donald A. Maranda
William Raye

ARTICLE XI.

MISCELLANEOUS PROVISIONS

- A. The Board shall carry out the commitments contained herein and give them full force and effectiveness as though they were Board policy. If any provision of this Agreement or application of this Agreement to any employee or group of employees is held to be contrary to law, that such provision or application shall not be deemed valid in substance except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Copies of this Agreement shall be printed at the expense of the Board. After Agreement between parties regarding the format, it shall be distributed to all administrators employed by the Board. If this Agreement is concluded prior to the completion of succeeding Agreement, the provisions herein shall be continued until the acceptance of a successor contract officially adopted by both parties.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by contacting either the president of the Association or the president of the Board for the duration of this Agreement. This Agreement shall be effective as of July 1st, 1981 and shall continue in full force through June 30th, 1983 except for the Association's right to negotiate over successful Agreements as provided herein.

* The terms administrator, principal, and supervisor refer to
Willia Raye and Donald A. Marrandino.